

EXHIBIT 16

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

JON BATTS,
Plaintiff,

v.

REMINGTON ARMS COMPANY, LLC,
Defendant.

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CIVIL ACTION NO. 6:17-CV-00346-ADA
[JURY DEMANDED]

DECLARATION OF BRADLEY CRAYCRAFT

1. My name is Bradley Craycraft.
2. I am over the age of eighteen (18) and have never been convicted of a felony or a crime involving moral turpitude.
3. I am competent to make this declaration.
4. I have personal knowledge of the following facts, and if called and sworn as a witness, could and would competently testify thereto.
5. I understand that this declaration will be used in connection with the above-captioned case.
6. I am a captain in the United States Army currently stationed in Fort Irwin, California
7. I served with Jon Batts in Egypt from 2013 to 2014 and at Fort Hood, Texas, from 2014 to 2016.
8. While we were stationed together, Jon Batts and I spoke often about shooting and re-loading.
9. While we were stationed together, Jon Batts told me that he re-loaded handgun rounds - 9 mm, .45 caliber, .40 Smith & Wesson, and .357 - and rounds for rifles - including .300 Blackout, .308 Winchester and .556 NATO.
10. In 2015 after my return from Egypt, I purchased an H&R Handi-Rifle in .300 Blackout caliber on-line from Bud's Gun Shop in Kentucky.

11. The H&R rifle was shipped to a local gun shop in the Killeen, Texas area so I could take delivery of it.
12. Within a month of returning from Egypt where I was stationed together with Jon Batts, he sold me a Remington model 700 rifle in .308 caliber.
13. When he transferred the Remington 700 rifle to me, Jon Batts gave me a bag full of empty brass from Winchester.
14. Jon Batts had the .308 brass, because he had been reloading .308 ammo.
15. I spoke with Jon Batts about reloading .300 Blackout ammunition, because he said he had been reloading .300 Blackout ammunition.
16. Jon Batts told me that I could save money reloading sub-sonic .300 Blackout ammunition.
17. Jon Batts told me that a .556 cartridge case could be cut down and fitted with a .30 caliber projectile to make a .300 Blackout round.
18. Jon Batts told me he picked up spent .556 brass at the range and used them to reload .300 Blackout.
19. After I purchased the H&R rifle, I decided I wanted to purchase another rifle in .300 Blackout caliber.
20. Therefore, I sold the H&R rifle to Jon Batts about a week prior to his accident in November 2015.
21. I did not sell or give any .300 Blackout ammunition to Jon Batts.
22. While I owned the H&R rifle, I removed it from the box a few times.
23. I opened and closed the H&R rifle a few times.
24. I did not notice anything wrong with the rifle and did not notice anything wrong with the H&R rifle's opening and closing.
25. If I had noticed anything wrong with the H&R rifle, I would not have sold it to Jon Batts.
26. As of the time of Jon Batts' November 2015 accident, based upon what he had told me I understood Jon Batts had been re-loading .300 Blackout.
27. I saw a report of the Jon Batts' accident on Facebook.

28. I then contacted Jon Batts and spoke to him about the accident.
29. Jon Batts told me he had been at the range firing .300 Blackout and that his rifle may not have been "locked in place."
30. While I was stationed with him, Jon Batts instructed me about firearms handling.
31. While I was stationed with him, Jon Batts told me to use factory loaded ammunition for the first several rounds fired through a firearm.
32. I agree 100% with the statement that one should not use reloaded ammunition from an unknown source.

Pursuant 28 U.S.C. Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

Signed the 17 day of July 2019.


Bradley Craycraft